

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

1

2 SAMUEL MADURO CLASSEN et al.,

3

Plaintiffs,

4

v.

CIVIL NO. 98-2335 (RLA)

5

6 SOUTHERN FLYER, INC.,

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Defendant.

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10 ORDER IN THE MATTER OF FEES DUE TO PLAINTIFFS

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This is an action for monies brought against defendant SOUTHERN  
FLYER, INC. by plaintiff SAMUEL MADURO CLASSEN, ESQ.<sup>1</sup> for attorneys  
fees allegedly owed to MADURO for his representation of defendant  
in a breach of contract action in the Commonwealth of Puerto Rico  
Superior Court. At the Trial by Default<sup>2</sup> held on April 12, 2000,  
the Court heard the testimony of accountant JORGE LUIS MORALES and  
plaintiff MADURO CLASSEN, both of whom were cross-examined by SAMUEL  
POOLE, President of defendant SOUTHERN FLYER corporation, who  
appeared pro se. Plaintiffs submitted as evidence copy of the

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<sup>1</sup> Plaintiffs also include MADURO's wife, MAGDA LUISA RIVERA ORTA, and the conjugal partnership MADURO-RIVERA.

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<sup>2</sup> See Minutes of Pretrial Conference... filed on April 10, 2000 (docket No. 20).



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2 record of the local proceedings<sup>3</sup> as well as a summary of the hours  
3 expended in the prosecution of the case by MR. MADURO.<sup>4</sup>

4 Having heard the parties, the Court gives entire credence to  
5 MR. MADURO's version of the pertinent facts and therefore finds that  
6 MR. POOLE, on behalf of the defendant SOUTHERN FLYER, INC., agreed  
7 to pay MR. MADURO a contingency fee of 20% of the first \$150,000.00  
8 plus 1/3 of any amount recovered over the first \$150,000.00 in the  
9 Commonwealth of Puerto Rico Superior Court case of Southern Flyer,  
10 Inc. v. Southern Air Transport, Inc., Civil No. KAC 83-3434 (902).

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12 It is undisputed that on September 20, 1996, judgment in the  
13 amount of \$190,182.82 plus costs, expenses, \$15,000.00 in attorneys  
14 fees plus legal interest from the date of the filing of the  
15 complaint on June 30, 1983, was entered in the local proceedings in  
16 favor of SOUTHERN FLYER, INC., whose President, Mr. POOLE, received  
17 a total of \$557,615.85 from SOUTHERN AIR TRANSPORT, INC., in fifteen  
18 weekly installments during 1998.

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24 <sup>3</sup> Plaintiffs' Exhibit I is composed of four volumes of local  
court records in Civil No. KAC 83-3434 (902).

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26 <sup>4</sup> Plaintiffs' Exhibit II, entitled "Motion filing a time work  
sheet/Analysis of time invested by plaintiff".

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2 It is further uncontested that despite multiple efforts, MR.  
3 MADURO has not collected any fees for his legal representation of  
4 defendant in the local proceedings which lasted a period of more  
5 than 10 years. The proceedings included a trial of approximately 29  
6 days, which trial lasted a period of over two years.  
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8 Based on the foregoing, the Court FINDS that defendant SOUTHERN  
9 FLYER, INC. is indebted to plaintiffs SAMUEL MADURO CLASSEN, his  
10 wife MAGDA LUISA RIVERA ORTA and the conjugal partnership instituted  
11 between them, the total amount of \$165,736.07<sup>5</sup> as legal fees for MR.  
12 MADURO's work in the case of Southern Flyer, Inc., v. Southern Air  
13 Transport, Inc., Civil No. KAC 83-3434 (902).

15 Judgment shall be issued accordingly.

16 IT IS SO ORDERED. 

17 In San Juan, Puerto Rico, this 19 day of April, 2000.



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20 RAYMOND L. ACOSTA  
21 United States District Judge  
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25 <sup>5</sup> Computed as follows: \$557,615.85 - \$150,000.00 = \$407,615.85  
26 \$407,615.85 X 33.3% = 135,736.07 + \$30,000.00 = \$165,736.07